



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-093354-25

In the matter of: 424, 230 AMELIA ST W
THUNDER BAY ON P7E6H2

Between: TBDSSAB Housing Programs Landlord

and

Jessica Throupe Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Throupe (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

TBDSSAB Housing Programs (the 'Landlord') also applied for an order requiring Jessica Throupe (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on February 9, 2026.

The Landlord's agent Jamie Petrin, the Landlord's legal representative Jennifer Fenton and the Tenant's counsel Matthew Jollineau attended the hearing.

At the hearing, the parties consented to the following order. I was satisfied that the parties understood the consequences of their joint submissions, and specifically the Tenants understood that the tenancy would be terminated.

Agreed Facts:

1. The Landlord will give the Tenant a portable housing benefit if the Tenant is eligible.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 1, 2026.
4. For the duration of the tenancy, the Tenant shall not seriously impair the safety of anyone in the residential complex. If the Tenant fails to comply with the condition set out in this paragraph 4, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall pay to the Landlord \$2,500.00 for undue damage and the Landlord's cost of filing the application on or before February 17, 2027.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 17, 2027, the Tenant will start to owe interest. This will be simple interest calculated from February 18, 2027 at 4.00% annually on the balance outstanding.

February 17, 2026
Date Issued

Nersi Makki
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.